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IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

AKERSON ENTERPRISES, LLC dba
KINDRED BRAVELY,

Plaintiff,

vs.

SHENZHEN CONGLIN E-COMMERCE
CO., LTD (dba SMARTLIN) and
SHENZHEN LUTE INNOVATIONS
TECHNOLOGY CO., LTD. fka SHENZHEN
LUTEJIACHENG NETWORK
TECHNOLOGY CO., LTD., aka
SHENZHEN LUTEJIACHENG
TECHNOLOGY, CO., LTD. aka
SHENZHEN ROOT TECHNOLOGY CO.
LTD. aka SHENZHEN ROOT E-
COMMERCE CO., LTD. (collectively dba
MOMCOZY),

Defendants.

Case No: 24-cv-506

**COMPLAINT FOR PATENT
INFRINGEMENT, FALSE
ADVERTISING, AND VIOLATIONS
OF WASHINGTON'S CONSUMER
PROTECTION ACT**

JURY TRIAL DEMANDED

Plaintiff Akerson Enterprises, LLC dba Kindred Bravely (“Kindred Bravely”) hereby asserts claims for infringement of United States Patent No. 10,231,491 (“the ’491 Patent”) under 35 U.S.C. § 271, for false advertising under 15 U.S.C. § 1125(a), and for unfair competition in violation of Washington’s Consumer Protection Act under RCW 19.86.010 against Defendant Shenzhen Conglin E-Commerce Co., Ltd. (dba Smartlin) and Defendant Shenzhen Lute Innovations Technology Co., Ltd., f.k.a. Shenzhen Lutejiacheng Network Technology Co., Ltd., a.k.a. Shenzhen Lutejiacheng Technology, Co., Ltd., a.k.a. Shenzhen Root Technology Co. Ltd., a.k.a. Shenzhen Root E-Commerce Co., Ltd. (collectively dba Momcozy) (collectively “Defendants” or “Momcozy”) and alleges as follows:

SUBJECT MATTER JURISDICTION

1. This is a civil action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 1 et seq., over which this Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a). This is also a civil action for false advertising under 15 U.S.C. § 1125, over which this Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a). This is also a civil action for a violation of the Washington Consumer Protection Act under RCW 19.86.010, over which this Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1367(a).

PERSONAL JURISDICTION AND VENUE

2. This Court has personal jurisdiction over Defendants under Federal Rule of Civil Procedure 4(k)(1)(A) and RCW 4.28.185 because Defendants have: (1) purposefully availed themselves of the rights and benefits of the laws of the State of Washington, (2) transacted, conducted, and/or solicited business and engaged in a persistent course of conduct in the State of Washington (and in this District), (3) derived substantial revenue from sales of the Accused Product (as defined below) in the State of Washington (and in this District), (4) purposefully directed activities (directly and/or through intermediaries), such as shipping, distributing, offering

1 for sale, selling, and/or advertising the Accused Product, at residents of the State of Washington
2 (and residents in this District), (5) delivered the Accused Product into the stream of commerce
3 with the expectation that the Accused Product will be used and/or purchased by consumers in the
4 State of Washington (and in this District), and (6) committed acts of patent infringement in the
5 State of Washington (and in this District).

6 3. By way of illustration, Defendants have purposefully availed themselves of the
7 privilege of conducting commercial activities in Washington through their online sale of the
8 Accused Product and other products through the Amazon.com marketplace, Kindred Bravely's
9 claims arise out of these activities, and this Court's exercise of jurisdiction would be reasonable.
10 On information and belief, Momcozy derives substantial revenue by selling the Accused Product
11 and other products through the Amazon.com marketplace, and as is widely known, Amazon's
12 principal place of business is located in Seattle, Washington. Kindred Bravely's claims arise from
13 and/or relate to Momcozy's sales of products that infringe the '491 Patent through that
14 Amazon.com marketplace. Kindred Bravely's claims also arise from and/or relate to Momcozy's
15 improper manipulation of the Amazon.com ASIN system for product listings in that Amazon.com
16 marketplace.

17 4. Alternatively, this Court has personal jurisdiction over Defendants under Federal
18 Rule of Civil Procedure 4(k)(2) because Defendants have not shown that they are subject to
19 jurisdiction in any state's courts of general jurisdiction and Defendants' contacts with the United
20 States as a whole are such that exercising jurisdiction is consistent with the United States
21 Constitution.

22 5. Venue is proper in this District under the provisions of 28 U.S.C. § 1391(c)(3)
23 because, as noted above, Defendants are not resident in the United States.
24

6. Pursuant to Local Civil Rule 3(e), intra-district assignment to the Seattle Division is proper because the claims arose at least in part in this Division, where (a) Amazon resides, (b) injuries giving rise to suit occurred, and (c) Defendants directed their unlawful conduct.

THE PARTIES

7. Plaintiff Kindred Bravely is a California limited liability company with its principal place of business at 3913 Oceanic Drive, Suite 502, Oceanside, California.

8. Defendant Shenzhen Lute Innovations Technology Co., Ltd., f.k.a. Shenzhen Lutejiacheng Network Technology Co., Ltd., a.k.a. Shenzhen Lutejiacheng Technology, Co., Ltd., a.k.a. Shenzhen Root Technology Co. Ltd., a.k.a. Shenzhen Root E-Commerce Co., Ltd. (“Shenzhen Lute”) is a Chinese company with its principal place of business at 2F2-201, Shenzhou Computer Bldg, Madame Curie Ave., Bantian St., Longgang Dist., Shenzhen China 518000.

9. Defendant Shenzhen Conglin E-Commerce Co., Ltd. (“Shenzhen Conglin”) is a Chinese company with its principal place of business at 21F, Jinzhonghuan International Business Building, No. 3037, Jintian Road, Fu’an Community, Futian Street, Futian District, Shenzhen, China.

10. Defendant Shenzhen Conglin is a wholly-owned subsidiary of Defendant Shenzhen Lute and acts under the control of and as agent for Shenzhen Lute, doing business on Amazon.com as Amazon Seller “Smartlin.”

BACKGROUND

11. Kindred Bravely is a women’s apparel company that specializes in comfortable and stylish clothing for pregnant and nursing mothers.

12. Deeanne and Garret Akerson founded Kindred Bravely in 2015 with a mission to provide maternity and nursing clothes that are not only comfortable and functional, but also stylish and beautiful.

1 13. Mrs. Akerson’s inspiration for starting Kindred Bravely came from her own
2 experiences as a mother, when she struggled to find clothing that fit well and accommodated her
3 changing body.

4 14. After giving birth to her second child, Mrs. Akerson realized that there was a gap
5 in the market for maternity and nursing clothing that prioritized both comfort and style. She
6 became determined to create a brand that would cater to the needs of new mothers, providing them
7 with clothing that would not only make them feel comfortable and supported, but also confident
8 and beautiful.

9 15. With Mr. Akerson’s background in marketing and Mrs. Akerson’s deep
10 understanding of the challenges faced by new mothers, Mrs. Akerson set out to create products
11 that would fill this gap in the market. Through extensive research, she designed Kindred Bravely’s
12 first line of products, which quickly gained popularity among expecting and nursing mothers.

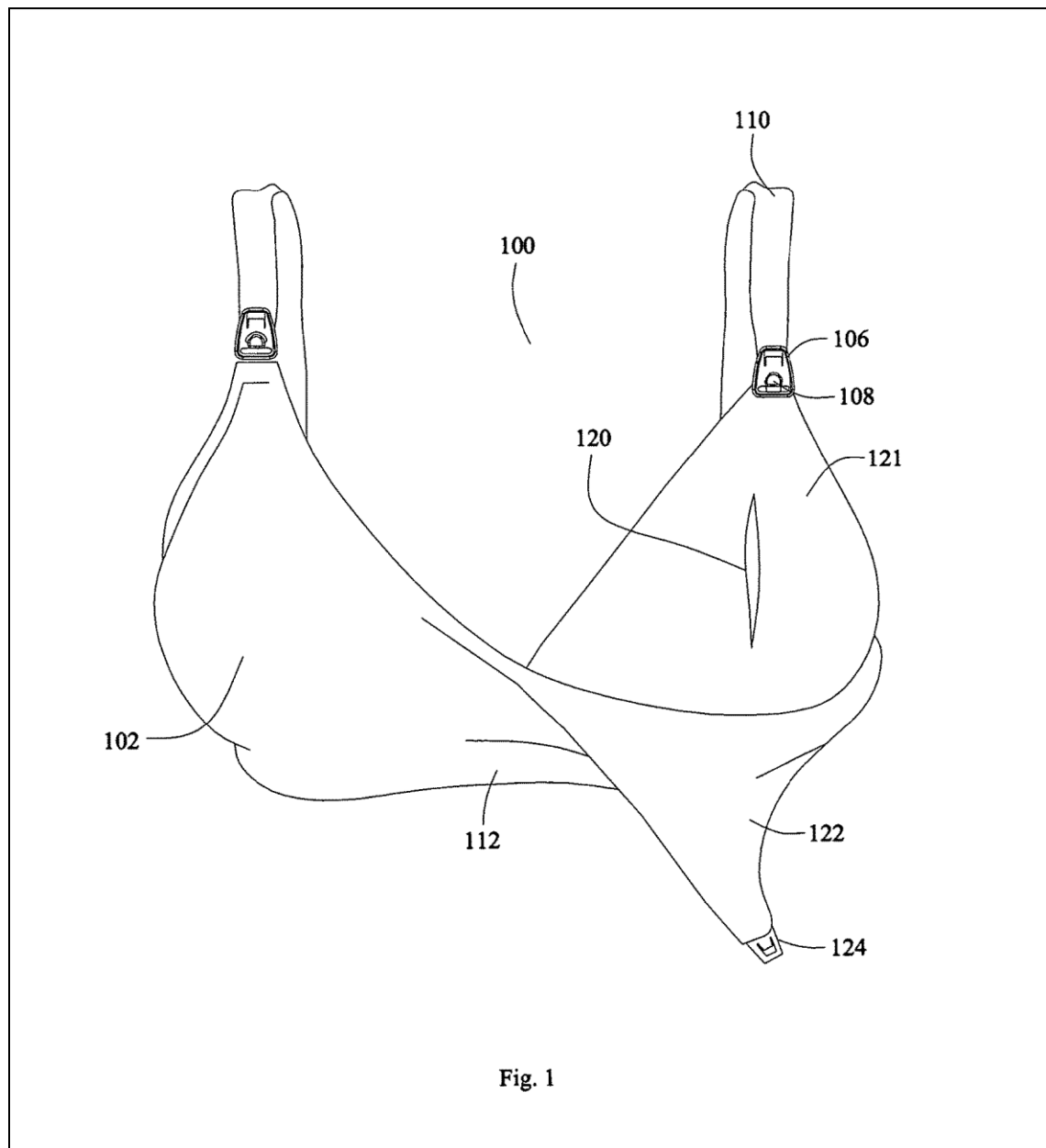
13 16. Since that time, Kindred Bravely has grown into a leading brand in the maternity
14 and nursing clothing market, known for its high-quality products and commitment to social
15 responsibility.

16 17. Kindred Bravely has produced numerous innovations in pursuit of providing
17 quality maternity and nursing clothing for mothers. Among the various products designed and
18 developed by Kindred Bravely are nursing garments, or nursing bras, designed to make it easier
19 and more comfortable for women to breastfeed.

20 18. Kindred Bravely has secured many patents to protect those innovations, including
21 United States Patent No. 10,231,491 (“the ’491 Patent”), which is attached hereto as Exhibit A.

22 19. Kindred Bravely is the owner of the ’491 Patent, including the right to sue for past
23 infringement, by assignment.

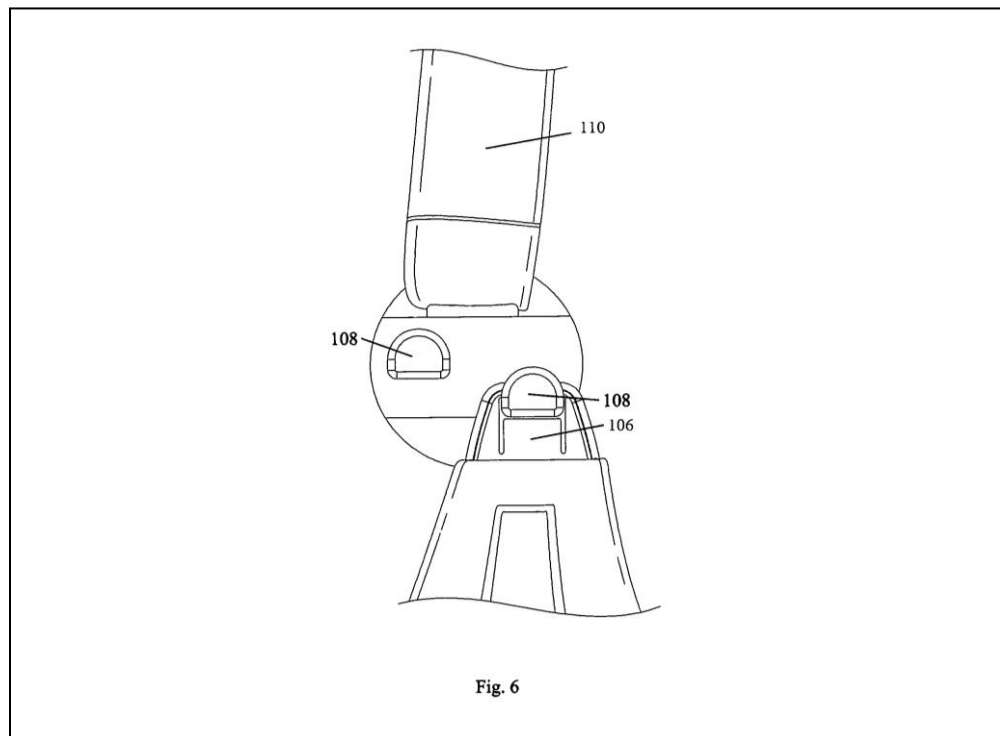
20. Figure 1 of the '491 Patent depicts one embodiment of a multi-layer nursing bra described in the '491 Patent:



21. In Figure 1, a nursing garment 100, here a nursing bra, is shown. The garment 100 has a pair of breast cups 102, shoulder straps 110, and a chest band 112 that wraps around the torso usually having hooks or fasteners at the back for fastening. ('491 Patent, 5:60–64.) Each of the breast cups 102 has an inner layer 121 and an outer layer 122. ('491 Patent, 6:19–20.) Each layer can be separately opened to permit breastfeeding or breast milk pumping. ('491 Patent, 6:21–23.)

For example, the inner layer includes a slit 120 to permit breastfeeding or pumping the milk without removing the inner layer. ('491 Patent, 6:29–31.) The inner layer can also be peeled off for breastfeeding or pumping. ('491 Patent, 6:22-24, 51-53.) Each layer can be separately closed as well. ('491 Patent, 6:22-23.)

22. The '491 Patent claims a variety of configurations of this multi-layered nursing bra with a variety of clasp configurations to allow the layers to be opened and closed. Figure 6 of the '491 Patent illustrates one exemplary embodiment of the invention where a clasp located on the shoulder strap has two hooks 108 to which clips associated with the inner layer 121 and the outer layer 122 can be attached ('491 Patent, 8:15-19):



23. Claim 16 of the '491 Patent reads as follows:

A multi-layered nursing garment, comprising:

a breasts support having a pair of breast cups, shoulder straps and a chest

band, where said breast cups include at least two different layers,

including an inner layer and an outer layer;

1 a clasp is configured for attaching both of the two different layers, said clasp
2 comprising two hooks;
3 a first clip that is configured for attaching the outer layer with a first hook
4 arranged on the clasp,
5 a second clip is configured for attaching the inner layer with a second hook
6 arranged on the clasp, and
7 a slit on the inner layer,
8 wherein, the outer layer is removable for selective breastfeeding from the
9 breast cups through the slit on the inner layer.

10 24. Claim 17 of the '491 Patent reads as follows:

11 The multi-layered nursing garment of claim 16, wherein the clasp is located on the
12 shoulder strap.

13 25. Defendants are Chinese companies that sell maternity and infant-care products to
14 consumers in the United States under the name “Momcozy,” primarily through online outlets such
15 as Amazon.com, Walmart.com, and the Momcozy.com website.

16 26. Among the products that Momcozy sells to U.S. consumers is a multi-layered
17 nursing bra that is at least sometimes referred to as the Upgraded 4-in-1 Pumping Bra Hands Free,
18 Original CozyFitClasp Pumping and Nursing Bra (“Upgraded 4-in-1 Bra with CozyFitClasp” or
19 “Accused Product”). Momcozy refers to its bra as a “4-in-1” bra because it can be used as a
20 pumping bra, a nursing bra, a maternity bra, and an everyday bra.

21 27. Momcozy’s Upgraded 4-in-1 Bra with CozyFitClasp infringes Claims 16 and 17 of
22 the '491 Patent.

23 28. Defendants sell Momcozy’s Upgraded 4-in-1 Bra with CozyFitClasp in the United
24 States, including in the state of Washington and in this District.

1 29. Momcozy sells products through the Amazon.com marketplace and derives
2 substantial revenue from sales of its products made through the Amazon.com marketplace.
3 Momcozy also sells products to U.S. consumers—such as the Accused Product—through other
4 online outlets, including its own website momcozy.com.

5 30. Momcozy began selling the Upgraded 4-in-1 Bra with CozyFitClasp through the
6 Amazon.com marketplace in approximately January 2024. At that time, Momcozy had to create
7 Amazon Standard Identification Numbers (“ASINs”) with which to sell the Accused Product on
8 Amazon.com—creating different ASINs for different sizes of the Accused Product.

9 31. When Momcozy created ASINs for the Accused Product, it did so by designating
10 at least three of the ASINs for the Accused Product as children of a parent ASIN associated with
11 a different bra (“the Non-Upgraded 4-in-1 Bra”). By doing this, Defendants made it seem to
12 consumers that the Upgraded 4-in-1 Bra with CozyFitClasp had approximately 1700 reviews and
13 the 4.2 star rating associated with the parent ASIN, when in reality those reviews and that rating
14 were primarily associated with the Non-Upgraded 4-in-1 Bra and when in reality the Upgraded 4-
15 in-1 Bra with CozyFitClasp had no reviews and no rating at all, in violation of Amazon’s ASIN
16 variation policy.

17 32. As detailed more fully below, Defendants’ deceptive conduct in this regard was
18 consistent with Defendants’ earlier deceptive conduct using that same parent ASIN. In 2019 and
19 2020, Defendants used that parent ASIN for breastmilk storage bags. In 2020 and 2021,
20 Defendants then used that same parent ASIN for a sleep sack, in violation of Amazon’s ASIN
21 variation policy. In approximately April 2022, Defendants then used that same parent ASIN to sell
22 the non-Upgraded 4-in-1 Bra, again in violation of Amazon’s ASIN variation policy.

33. As a result of Defendants' conduct, the ASINs for Defendants' Accused Product not only inherit reviews and ratings of the Non-Upgraded 4-in-1 Bra, but also those of separate unrelated products.

FIRST CAUSE OF ACTION

**Patent Infringement – Direct Infringement of the '491 Patent
35 U.S.C. § 271 et seq**

34. Kindred Bravely incorporates and realleges paragraphs 1–33 as if fully set forth herein.

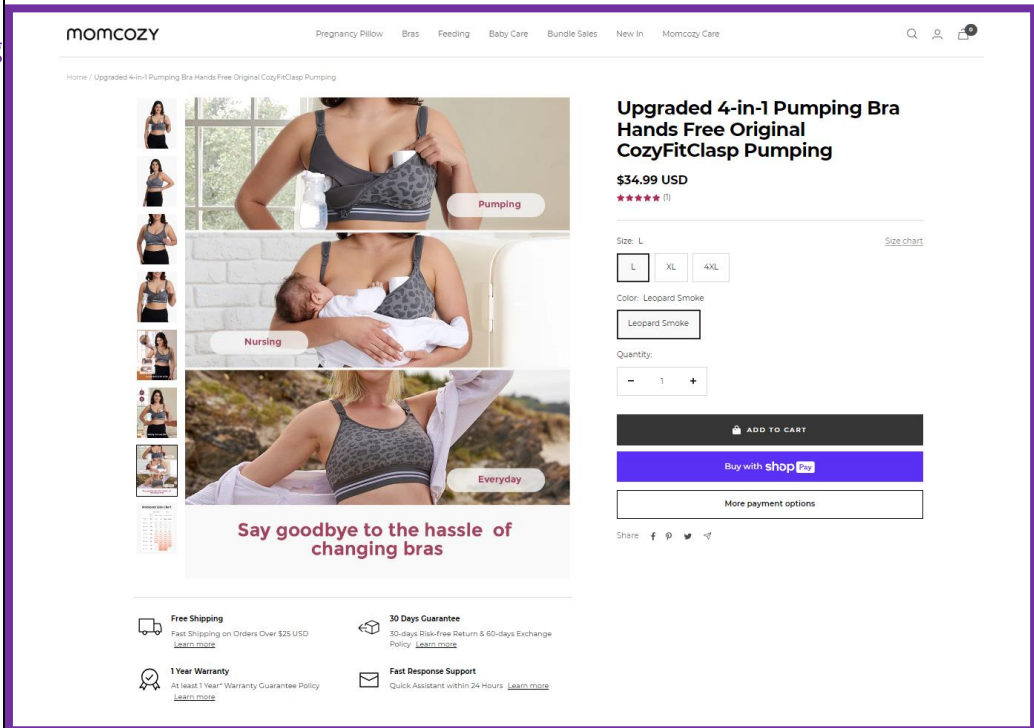
35. On March 19, 2019, the United States Patent and Trademark Office duly and legally issued the '491 Patent. A true and correct copy of the '491 Patent is attached as Exhibit A.

36. Kindred Bravely owns the '491 Patent, as well as the right to sue for past infringement, by assignment.

37. As just one non-limiting example, set forth below is an exemplary infringement claim chart comparing Claim 16 of the '491 Patent with Momcozy's Upgraded 4-in-1 Bra with CozyFitClasp. This claim chart is based on publicly available information, and Kindred Bravely reserves the right to modify this claim chart, including, for example, on the basis of information about the Momcozy Upgraded 4-in-1 Bra with CozyFitClasp that Kindred Bravely obtains in discovery.

CLAIM TERM**ACCUSED PRODUCT**
(Momcozy Upgraded 4-in-1 Bra with CozyFitClasp)

16. A multi-layered nursing garment, comprising:

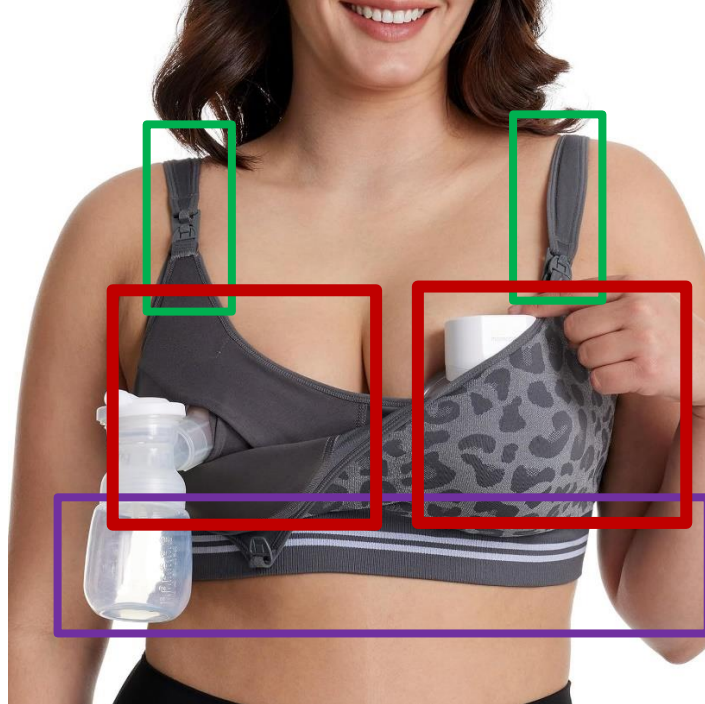


<https://momcozy.com/products/upgraded-4-in-1-pumping-bra-hands-free-original-cozyfitclasp-pumping>

CLAIM TERM

ACCUSED PRODUCT
(Momcozy Upgraded 4-in-1 Bra with CozyFitClasp)

a breasts
support having
a pair of
breast cups,
shoulder
straps and **a**
chest band,



<https://momcozy.com/products/upgraded-4-in-1-pumping-bra-hands-free-original-cozyfitclasp-pumping>

CLAIM TERM

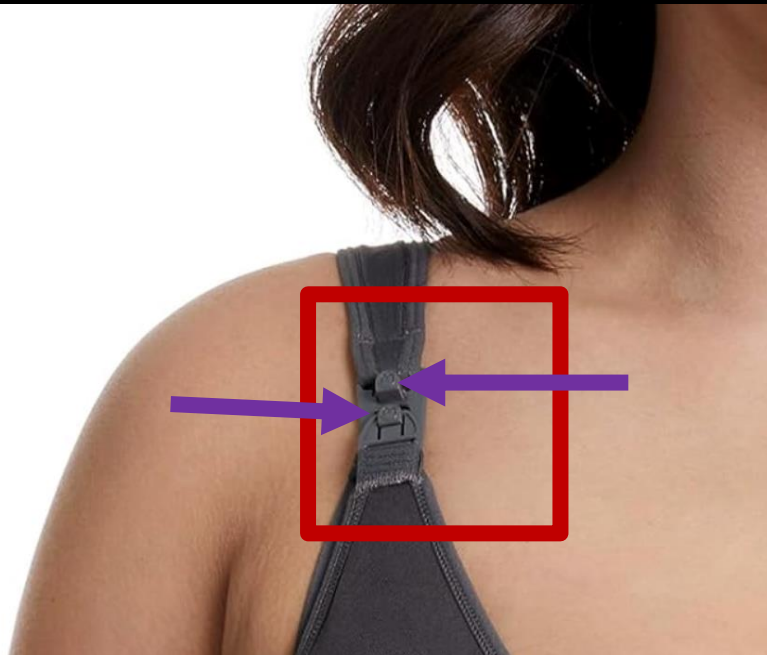
ACCUSED PRODUCT
(Momcozy Upgraded 4-in-1 Bra with CozyFitClasp)

where **said breast cups** include at least two different layers, including an **inner layer** and an **outer layer**;



<https://momcozy.com/products/upgraded-4-in-1-pumping-bra-hands-free-original-cozyfitclasp-pumping>

a clasp is configured for attaching both of the two different layers, said clasp comprising two hooks;



<https://momcozy.com/products/upgraded-4-in-1-pumping-bra-hands-free-original-cozyfitclasp-pumping>

CLAIM TERM

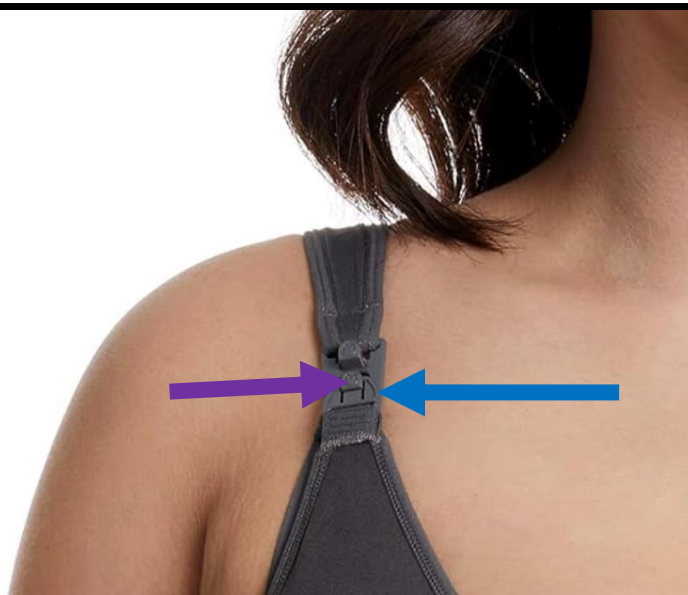
ACCUSED PRODUCT
(Momcozy Upgraded 4-in-1 Bra with CozyFitClasp)

a first clip is configured for attaching the outer layer with a first hook arranged on the clasp,



<https://momcozy.com/products/upgraded-4-in-1-pumping-bra-hands-free-original-cozyfitclasp-pumping>

a second clip is configured for attaching the inner layer with a second hook arranged on the clasp, and



<https://momcozy.com/products/upgraded-4-in-1-pumping-bra-hands-free-original-cozyfitclasp-pumping>

CLAIM TERM

ACCUSED PRODUCT
(Momcozy Upgraded 4-in-1 Bra with CozyFitClasp)

a slit on the
inner layer,



<https://momcozy.com/products/upgraded-4-in-1-pumping-bra-hands-free-original-cozyfitclasp-pumping>

CLAIM TERM**ACCUSED PRODUCT**
(Momcozy Upgraded 4-in-1 Bra with CozyFitClasp)

wherein, the
outer layer is
removeable
for selective
breastfeeding
from the
breast cups
through the
slit on the
inner layer.



<https://momcozy.com/products/upgraded-4-in-1-pumping-bra-hands-free-original-cozyfitclasp-pumping>

38. Momcozy's Upgraded 4-in-1 Bra with CozyFitClasp literally infringes Claim 16 of the '491 Patent because Momcozy's Upgraded 4-in-1 Bra with CozyFitClasp satisfies every limitation of Claim 16 of the '491 Patent as illustrated in the claim chart above, and Momcozy directly infringes Claim 16 of the '491 Patent under 35 U.S.C. § 271(a) because Momcozy sells, offers to sell, and imports that product in the United States.

39. Alternatively, Momcozy's Upgraded 4-in-1 Bra with CozyFitClasp infringes Claim 16 of the '491 Patent under the doctrine of equivalents. Each feature of Momcozy's Upgraded 4-in-1 Bra with CozyFitClasp performs substantially the same function as its corresponding element in Claim 16, in substantially the same way, to produce substantially the same result. Alternatively, each feature of Momcozy's Upgraded 4-in-1 Bra with CozyFitClasp is insubstantially different from its corresponding element in Claim 16.

1 40. Momcozy's Upgraded 4-in-1 Bra with CozyFitClasp also infringes Claim 17 of the
2 '491 Patent, and Momcozy directly infringes Claim 17 of the '491 Patent because the clasp
3 required by Claim 16 in Momcozy's Upgraded 4-in-1 Bra with CozyFitClasp is located on the
4 shoulder strap of Momcozy's Upgraded 4-in-1 Bra with CozyFitClasp, as Claim 17 further
5 requires.

6 41. On information and belief, Momcozy's infringement of the '491 Patent is willful
7 because Momcozy (a) had actual knowledge (including willful blindness) of the '491 Patent prior
8 to the service of this Complaint and (b) engaged in its infringing activity despite knowledge
9 (including willful blindness) that its actions constituted infringement of the '491 Patent.

10 42. At the very least, Momcozy's infringement of the '491 Patent after the service of
11 this Complaint is willful because Momcozy (a) now has actual knowledge of the '491 Patent and
12 (b) continues to engage in its infringing activity despite knowledge (including willful blindness)
13 that its ongoing actions constitute infringement of the '491 Patent.

14 43. Kindred Bravely is entitled to recover from Momcozy all damages that Kindred
15 Bravely has sustained as a result of Momcozy's infringement of the '491 Patent in all sales
16 channels, including, without limitation, lost profits and/or a reasonable royalty under 35 U.S.C. §
17 284.

18 44. Because Momcozy's infringement of the '491 Patent was and continues to be
19 willful and deliberate, Kindred Bravely is also entitled to enhanced damages under 35 U.S.C. §
20 284.

21 45. Momcozy's infringement of the '491 Patent is exceptional and entitles Kindred
22 Bravely to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.
23
24

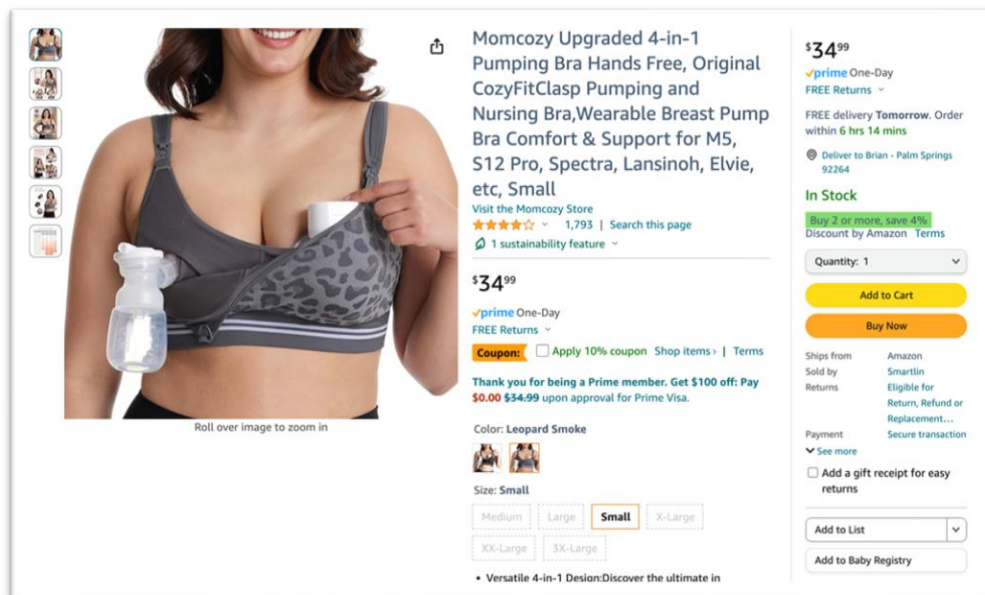
46. Momcozy's infringement of the '491 Patent has caused irreparable harm to Kindred Bravely and will continue to do so unless enjoined by this Court in all sales channels, entitling Kindred Bravely to preliminary and permanent injunctive relief under 35 U.S.C. § 283.

SECOND CAUSE OF ACTION
False Advertising – Amazon Review Hijacking
15 U.S.C. § 1125(a)

47. Kindred Bravely incorporates and realleges paragraphs 1–33 as if fully set forth herein.

48. Defendants have improperly manipulated the Amazon ASIN system for product listings to wrongfully attribute and use product reviews and product ratings for fundamentally different products. In addition, Defendants have improperly manipulated the Amazon ASIN system for product listings to wrongfully attribute and use product reviews and product ratings for prior versions of the Accused Product.

49. For example, Defendants currently sell the “Small” size of the Accused Product under Amazon ASIN B0CQP9H54P, as depicted below:



Amazon ASIN No. B0CQP9H54P

1 50. Defendants also sell the “Large” size of the Accused Product using Amazon ASIN
2 B0CQP9KLYL, the “XX-Large” size of the Accused Product using Amazon ASIN
3 B0CQPCL9KT, and the “3X-Large” size of the Accused Product using Amazon ASIN
4 B0CQPDNTN.

5 51. When Defendants started selling the Accused Product in approximately January
6 2024, Defendants designated at least Amazon ASINs B0CQP9H54P, B0CQP9KLYL, and
7 B0CQPCL9KT as child ASINs for a parent ASIN (number unknown) (“The Parent ASIN”) that
8 was then being used as a parent ASIN for a group of child ASINs associated with Defendants’
9 Non-Upgraded 4-in-1 Bra. At that time, The Parent ASIN was associated with approximately 1700
10 reviews and a 4.2 star rating.

11 52. By designating Amazon ASINs B0CQP9H54P, B0CQP9KLYL, and
12 B0CQPCL9KT as child ASINs for The Parent ASIN, Defendants associated and used the reviews
13 and rating of The Parent ASIN with the Accused Product, when in reality those reviews and that
14 rating were associated with the Non-Upgraded 4-in-1 Bra (and with previous products with which
15 The Parent ASIN had been used) and when in reality the Upgraded 4-in-1 Bra with CozyFitClasp
16 had no reviews and no rating at all.

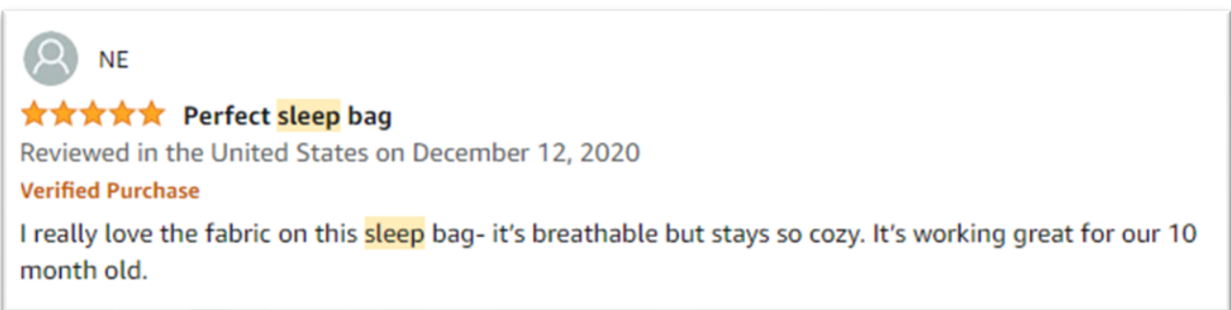
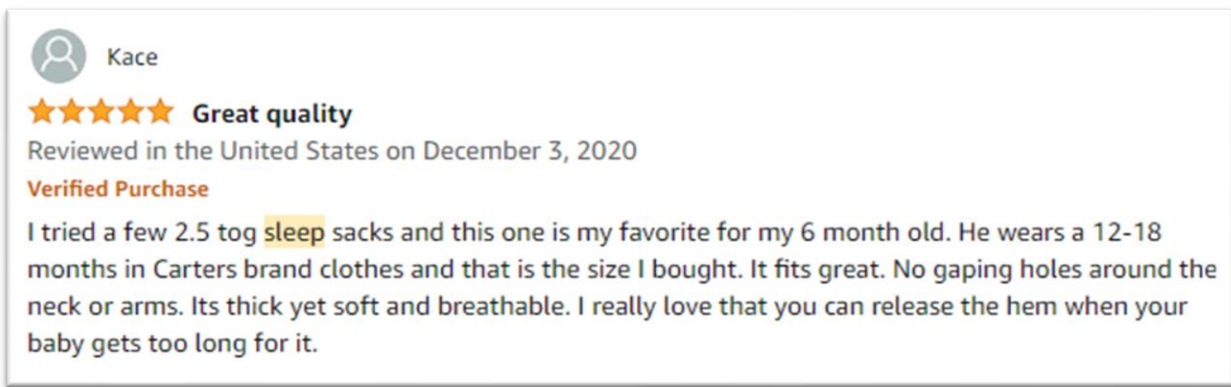
17 53. Defendants have also recently associated ASIN B0CQPDNTN as a child ASIN
18 for The Parent ASIN.

19 54. Defendants’ designation of Amazon ASINs B0CQP9H54P, B0CQP9KLYL,
20 B0CQPCL9KT, and B0CQPDNTN as child ASINs of The Parent ASIN associated with the Non-
21 Upgraded 4-in-1 Bra violated Amazon’s ASIN variation policy, which prohibits “[a]dding
22 incorrect child variations that are not true variations of the parent product,” which “includes but is
23 not limited to: [1] Adding products that are fundamentally different from the parent ASIN, [2]
24 Adding product images and/or names that are fundamentally different from the parent ASIN, [and]

[3] Adding products that are newer versions or models of the parent ASIN.”
<https://sellercentral.amazon.com/help/hub/reference/201844590> (attached hereto as Exhibit B).

55. Moreover, on information and belief, in 2019 through 2021, Defendants previously sold other products fundamentally different from the Non-Upgraded 4-in-1 Bra and fundamentally different from the Accused Product using The Parent ASIN, including breastmilk storage bags in 2019 and 2020 and a sleep sack in December 2020 and January 2021, as detailed below.

56. Amazon customer reviews now associated with The Parent ASIN (and therefore also now associated with child ASINs such as with ASIN B0CQP9H54P) evidence the sale of a sleep sack under The Parent ASIN in at least December 2020 and January 2021:





Wendy

**Very good quality sleeping sack**

Reviewed in the United States on December 28, 2020

Verified Purchase

Very nice and breathable material. In the package, they also includes a free laundry bag. The sleeping bag is not as thick as I preferred, but it's good enough for its price.



sophie wickham

**Great quality, soft and fluffy**

Reviewed in the United States on December 30, 2020

This sleep sack definitely exceeded my expectations! It's soft and warm without overheating the baby. Seems to be made very well.



pamela

**Safe, warm and cozy**

Reviewed in the United States on January 3, 2021

Verified Purchase

I love this sleep sack!! I didn't know what to use to keep my baby warm as blankets are no safe at all specially when babies start grabbing things and putting them on their mouths... Now my little one sleeps very warm (and safe) even though he uses to have cold feet and hands just like me. He started using it after transitioning from swaddle and it helps keeping him asleep. He knows is time to sleep when I put him on the sack.

He's 4 months, 28 inches, 18 pounds and I bought the 12 months size, which give him a lot of room to grow without being giant. The only downside is that the color has fade a bit after the second wash, but it still looks cute. This is one of the best baby purchases I've made through Amazon.





Lilia M.

★★★★★ **Magical sleep sack**

Reviewed in the United States on January 29, 2021

Verified Purchase

Must buy!!! I am so excited to write this review. Let me first say that I have tried several different expensive sleep sacks (different fabrics too) which did not work and my baby did not like any of them. My baby was having a hard time sleeping through the night. We live in the desert so during the summer season it's super hot and in the winter time it can get very chilly. I tried the fleece sleep sacks and he would get too hot in them. I tried a cotton sleep sack and he wasn't quite warm enough. So finally I found this muslin sleep sack and decided to give it a try. Winner! The fabric is so soft and plush. It's not too thick or thin. It feels amazing and is super comfy. Both my husband and I say we wish we had a blanket like this. My son loves it! He sleeps so comfortable in it and sleeps all through the night now. In the summer my son just wears a short sleeve onesie underneath. In the winter he wears a long sleeve footless onesie or long sleeve onesie and some jammie pants underneath. I'll put some socks on him too on chilly nights. I really wished I found this sooner. It also has the option for baby to wear putting legs through once they are standing/walking. I highly recommend. This by far is the best sleep sack and so very affordable.

https://www.amazon.com/Momcozy-Upgraded-Original-CozyFitClasp-Wearable/product-reviews/B0CQP9H54P/ref=cm_cr_ar_p_d_viewopt_kywd?ie=UTF8&reviewerType=all_reviews&pageNumber=1&filterByKeyword=sleep

57. Amazon customers provided photographs of the products being reviewed in these reviews, which appear to be Momcozy-branded baby sleep sacks:



https://www.amazon.com/Momcozy-Upgraded-Original-CozyFitClasp-Wearable/product-reviews/B0CQP9H54P/ref=cm_cr_ar_p_d_viewopt_kywd?ie=UTF8&reviewerType=all_reviews&pageNumber=1&filterByKeyword=sleep

58. In addition, customer reviews now associated with The Parent ASIN (and also now associated with the child ASINs such as with ASIN B0CQP9H54P) evidence the sale of breastmilk storage bags under The Parent ASIN in 2019 and 2020:



Fgarcia16

**Overall good quality milk bags.**

Reviewed in the United States on January 14, 2019

Verified Purchase

Received these milk bags free for my honest review. They are a little thicker plastic than I am used to. It looks like the edges are sealed with heat to melt the plastic. I put two ounces in each bag. Like other milk bags the measurements are off on the bag, but I wasn't too worried about that since I measure before I fill them anyways. They freeze well and didn't leak while I thawed in warm milk. Overall good bags that I would recommend. Giving 4 stars because there isn't much room to write information on ounces/date/time or name for if you bring the milk somewhere.



https://www.amazon.com/Momcozy-Upgraded-Original-CozyFitClasp-Wearable/product-reviews/B0CQP9H54P/ref=cm_cr_ar_p_d_viewopt_kywd?ie=UTF8&reviewerType=all_reviews&pageNumber=1&filterByKeyword=milk



Dan & Mandi

**Thick, sturdy bags. Great for home freezing.**

Reviewed in the United States on January 19, 2019

These bags are nice. They are seemingly good quality and a large size. I really like that the safety seal is perforated and tears easily. They seem thicker and more sturdy than the Lasinoh ones I normally use. They stand up to be filled and lay flat for freezing. My cons are that there's no space to write in the oz and when filled, the lines aren't exactly accurate on how much milk is inside (i.e. 4oz looked more like 3-3.5oz) I only use bags for storage at home so this isn't a big deal for me personally. I would recommend the bags overall and I'd say just note the oz somewhere on the top.



https://www.amazon.com/Momcozy-Upgraded-Original-CozyFitClasp-Wearable/product-reviews/B0CQP9H54P/ref=cm_cr_ar_p_d_viewopt_kywd?ie=UTF8&reviewerType=all_reviews&pageNumber=1&filterByKeyword=milk+bags



Maria Espeut



False advertising

Reviewed in Canada on December 6, 2019

Verified Purchase

Like previous reviewer I also received 6oz bags (100 of them) and the only reason I purchased this is because it was advertised as **8oz**. Not impressed



Brandon



Cheating-didn't get what I ordered

Reviewed in Canada on November 29, 2019

Verified Purchase

I ordered **8oz** breastmilk storage bags, 120pc but look what i got -100pc of 6oz bags. This is not right. So disappointed and will never order this again.



Amazon Customer

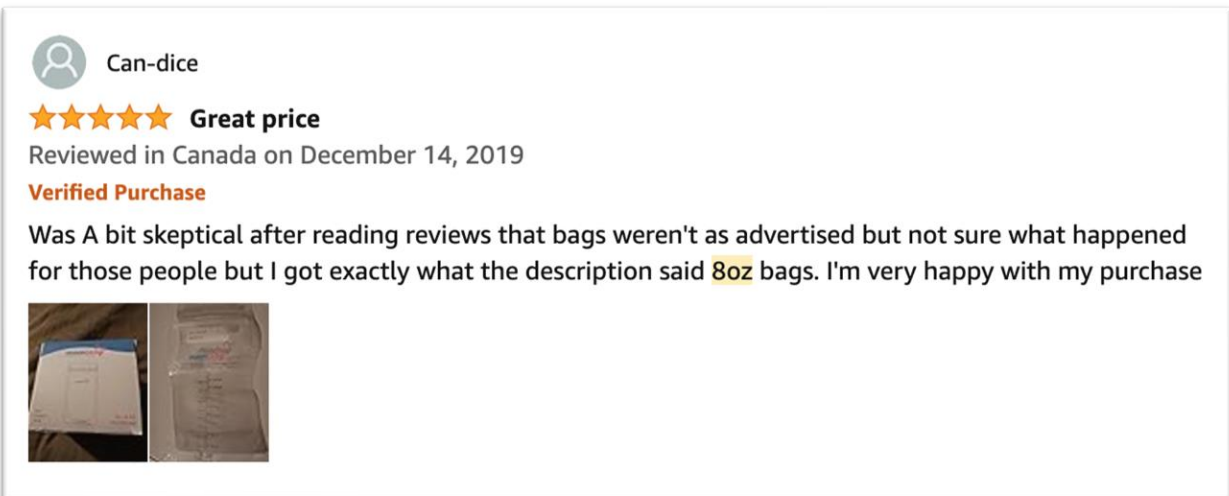


Disappointing

Reviewed in Canada on February 18, 2020

Verified Purchase

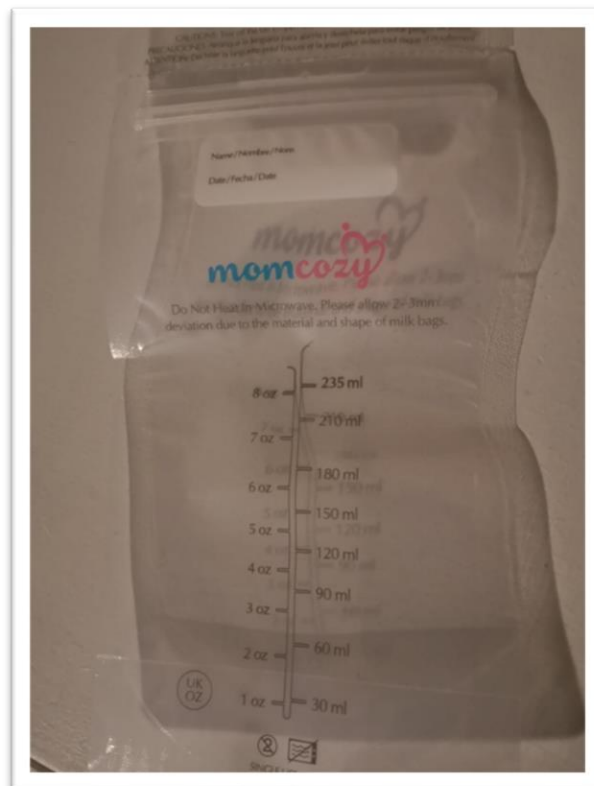
It does not hold **8oz**. The bag does not have enough room to expand to **8oz**. Secondly, the material is very crunchy. Will not be ordering more.



https://www.amazon.com/Momcozy-Upgraded-Original-CozyFitClasp-Wearable/product-reviews/B0CQP9H54P/ref=cm_cr_ar_p_d_viewopt_kywd?ie=UTF8&reviewerType=all_reviews&pageNumber=1&filterByKeyword=8oz

59. Amazon customers provided photographs of the products being reviewed in these reviews, which appear to be Momcozy-branded breastmilk storage bags:





https://www.amazon.com/Momcozy-Upgraded-Original-CozyFitClasp-Wearable/product-reviews/B0CQP9H54P/ref=cm_cr_ar_p_d_viewopt_kywd?ie=UTF8&reviewerType=all_reviews&pageNumber=1&filterByKeyword=8oz

60. Defendants' use of the Momcozy sleep sack with the Parent ASIN in December 2020 and January 2021 constituted the use of The Parent ASIN with a fundamentally different product when compared to Defendants' original milk bag product, in violation of Amazon's policies.

61. Defendants' use of the Non-Upgraded 4-in-1 Bra with The Parent ASIN in approximately April 2022 constituted the use of The Parent ASIN with a fundamentally different product when compared to Defendants' sleep sack and when compared to the Defendants' original milk bag product, in violation of Amazon's policies.

62. Defendants' association of the child ASINs for the Upgraded 4-in-1 Bra with The Parent ASIN in approximately January 2024 constituted the use of The Parent ASIN (and its associated reviews and rating) with a fundamentally different product when compared to Defendants' sleep sack and when compared to the Defendant's original milk bag product, in violation of Amazon's policies.

63. In addition, Defendants' association of the child ASINs for the Upgraded 4-in-1 Bra with The Parent ASIN in approximately January 2024 constituted the use of The Parent ASIN (and its associated reviews and rating) with a fundamentally different product when compared to Defendants' Non-Upgraded 4-in-1 Bra and/or with a newer version or model when compared to Defendants' Non-Upgraded 4-in-1 Bra, in violation of Amazon's policies.

64. To avoid a negative customer experience, Amazon's terms of use require the creation of a new product listing and ASIN for each new product.

1 65. Amazon internal algorithms are weighted heavily toward products with numerous
2 reviews and product ratings. This can lead dishonest and unscrupulous sellers to engage in “review
3 hijacking” of Amazon product listings, where a seller utilizes an old product listing (with numerous
4 reviews and product listings) to sell a new product.

5 66. In cases of review hijacking, an unscrupulous seller will update an Amazon ASIN
6 product detail page to match the new product and/or will associate the new product with the old
7 product’s parent ASIN as a child ASIN of the parent ASIN. The reviews for the old product—in
8 this case, milk bags, sleep sacks, and/or the Non-Upgraded 4-in-1 Bra—remain with the ASIN
9 and/or are associated with the parent ASIN.

10 67. Consumers are deceived and misled by review hijacking because they believe the
11 numerous positive reviews and ratings are associated with the product they are purchasing when,
12 in fact, the reviews and ratings are associated with a prior product.

13 68. Defendants did not create a new ASIN for their sleep sack product (but instead used
14 The Parent ASIN) because they wanted consumers to believe that the product ratings and reviews
15 for the milk bags were associated with their sleep sack product.

16 69. Defendants associated child ASINs for their Non-Upgraded 4-in-1 Bra with The
17 Parent ASIN because they wanted consumers to believe that the product ratings and reviews for
18 the milk bags and sleep sacks were associated with their Non-Upgraded 4-in-1 Bra.

19 70. Defendants associated child ASINs for the Accused Product with The Parent ASIN
20 because they wanted consumers to believe that the product ratings and reviews for the milk bags,
21 sleep sacks, and Non-Upgraded 4-in-1 Bra were associated with their Upgraded 4-in-1 Bra.

22 71. This practice has been described by the FTC as an “unfair or deceptive act or
23 practice” and “the making of false advertisements, in or affecting commerce” *See In Matter*
24

1 of *The Bountiful Company*, 222-3019, Complaint, available at [https://www.ftc.gov/system/files/](https://www.ftc.gov/system/files/ftc_gov/pdf/222-3019-The-Bountiful-Company-final-consent-without-signatures.pdf)
2 [ftc_gov/pdf/222-3019-The-Bountiful-Company-final-consent-without-signatures.pdf](https://www.ftc.gov/system/files/ftc_gov/pdf/222-3019-The-Bountiful-Company-final-consent-without-signatures.pdf), at 7.

3 72. Defendants took this action to improperly leverage positive product reviews and
4 ratings for different products to gain an unfair advantage over Plaintiff and Defendants' other
5 competitors, including achieving a much higher placement on search result listings due to the
6 artificially inflated number of consumer reviews.

7 73. A higher ranking for the Accused Products on Amazon's search results and a higher
8 placement on search result listings provides a competitive advantage to Defendants.

9 74. Defendants' manipulation of the ASIN system of product reviews and product
10 ratings and use of those manipulated reviews and ratings constitutes false and deceptive advertising
11 and a violation of the Lanham Act because those actions constitute the use in commerce of a
12 device, false or misleading descriptions of fact, and/or false or misleading representations of fact
13 which (a) are likely to cause confusion, or to cause mistake, or to deceive as to the approval of
14 Defendants' goods by another person and/or (b) in commercial advertising or promotion,
15 misrepresent the nature, characteristics, and/or qualities of Defendants' goods or commercial
16 activities.

17 75. Defendants' manipulation of the ASIN system results in false statements
18 concerning Defendants' products—that is, statements that are literally false or impliedly false, i.e.,
19 likely to mislead consumers.

20 76. On information and belief, those false and misleading statements have actually
21 deceived consumers or have a tendency to deceive a substantial segment of Defendants' audience.

22 77. Defendants' deception is likely to influence the purchasing decision of consumers
23 because, among other reasons, consumers rely on ratings and reviews in making their purchasing
24 decisions.

78. Defendants' misleading conduct has injured Plaintiff by, among other things, diverting sales of Plaintiff's competing products.

THIRD CLAIM FOR RELIEF
Violation of Washington Consumer Protection Act
RCW 19.86.010

79. Plaintiff incorporates and realleges paragraphs 1-33 and 47-78 as if fully set forth herein.

80. Defendants' review hijacking of Amazon ASINs and its associated false advertising constitutes an unfair method of competition and unfair and deceptive acts or practices in the conduct of trade or commerce, in violation of RCW 19.86.020.

81. Defendants' review hijacking of Amazon ASINs and its associated false advertising harms the public interest by deceiving customers about the market success, origins, and/or sponsorship of the Defendants' products.

82. Defendants' review hijacking of Amazon ASINs and its associated false advertising directly and proximately causes harm to Plaintiff's business and brand and damages its business and property interests and rights.

83. Accordingly, Plaintiff seeks to enjoin further violations of RCW 19.86.020 and recover from Defendants their actual damages, trebled, together with their attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Kindred Bravely respectfully requests:

A. A Judgment in favor of Kindred Bravely that Momcozy's Upgraded 4-in-1 Bra with CozyFitClasp infringes Claims 16 and 17 of the '491 Patent literally or under the doctrine of equivalents, that Defendants directly infringe the '491 Patent, and that such infringement is willful;

1 B. A Judgment in favor of Kindred Bravely that Defendants' review hijacking of
2 Amazon ASINs and associated false advertising violate 15 U.S.C. § 1125(a);

3 C. A Judgment in favor of Kindred Bravely that Defendants' review hijacking of
4 Amazon ASINs and associated false advertising violate the Washington Consumer Protection Act
5 RCW 19.86.020;

6 D. An order and judgment preliminarily and permanently enjoining Defendants, their
7 officers, agents, servants, employees and attorneys, and other persons in active concert or
8 participation with Defendants, and their parents, subsidiaries, affiliates, divisions, successors and
9 assigns, from further infringement of Claims 16 and 17 of the '491 Patent;

10 E. An order and judgment preliminarily and permanently enjoining Defendants, their
11 officers, agents, servants, employees and attorneys, and other persons in active concert or
12 participation with Defendants, and their parents, subsidiaries, affiliates, divisions, successors and
13 assigns, from further violating 15 U.S.C. § 1125(a) and Washington Consumer Protection Act
14 RCW 19.86.020, including an injunction prohibiting Defendants from designating ASINs for the
15 Accused Product as children of The Parent ASIN, and for reasonable funds for corrective
16 advertising to correct Defendants' misleading advertising;

17 F. An award of damages sufficient to compensate Kindred Bravely for Defendants'
18 infringement under 35 U.S.C. § 284, including an enhancement of damages on account of
19 Defendants' willful infringement;

20 G. That the case be found exceptional under 35 U.S.C. § 285 and that Kindred
21 Bravely be awarded its reasonable attorneys' fees;

22 H. That the Court enter an order requiring Defendants to pay all general, special, and
23 actual damages which Kindred Bravely has sustained, or will sustain as a consequence of
24 Defendants' unlawful acts, plus Defendants' profits from the unlawful conduct described herein,

1 together with statutory damages, and that such damages be enhanced, doubled, or trebled as
2 provided for by 15 U.S.C. § 1117, RCW 19.86.020, and/or otherwise allowed by law;

3 I. A judgment that this is an exceptional case, pursuant to 15 U.S.C. § 1117,
4 together with an award of Kindred Bravely's reasonable attorneys' fees;

5 J. An award of costs of the suit, including reasonable attorneys' fees, pursuant to
6 RCW 19.86.090;

7 K. Any other remedy to which Kindred Bravely may be entitled, including all
8 remedies provided for in 15 U.S.C. § 1117 *et seq.* or RCW 19.86.020;

9 L. Costs and expenses in this action;

10 M. An award of prejudgment and post-judgment interest; and

11 N. Such other and further relief as the Court may deem just and proper.

12 **JURY DEMAND**

13 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff Kindred Bravely
14 demands a trial by jury on all claims and defenses so triable.

15 Dated: April 15, 2024

Respectfully submitted,

16 WORKMAN NYDEGGER

17 By: /s/ Brian N. Platt

Brian N. Platt

18 *Attorneys for Akerson Enterprises LLC dba Kindred Bravely*
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